

UNITED OF OMAHA LIFE INSURANCE  
COMPANY, a Nebraska corporation,  
  
Plaintiff,  
  
vs.  
  
DOLORES M. AGUAYO and HILLARIE A.  
BETHANCOURT, as Guardian of K. B., her  
minor son,  
  
Defendants.

**JUDGMENT IN  
INTERPLEADER PURSUANT TO  
STIPULATION TO DISCHARGE AND  
AWARD OF COSTS AND FEES**

It appearing to the satisfaction of the Court that complete diversity of citizenship exists in this action; that the action is governed by the Employee Retirement Income Security Act of 1974 (“ERISA”); that conflicting claims have been made by defendant HILLARIE A. BETHANCOURT, as Guardian of K. B., her minor son (“Bethancourt”), and defendant and counter-claimant DOLORES M. AGUAYO (“Aguayo”) to the proceeds due and owing pursuant to Wilson Aguayo, Jr.’s death and coverage under Group Life and Accidental Death and Dismemberment Policy No. GLUG-85E5 (“the Policy”) issued to his former employer Hard Rock Hotel (the “Proceeds”); that United of Omaha Insurance Company (“Omaha”) has interpleaded the proceeds; that Bethancourt and Aguayo have through the discharge agreement

1 fully released Omaha of and from any and all claims which they had, have, or in the future may  
2 have against Omaha arising out of or in any way related to the Policy and/or any of the facts set  
3 forth in this action; that the facts set forth in the accompanying stipulation for judgment in  
4 interpleader are true; that Omaha's Interpleader was properly filed and that this is a proper cause  
5 for interpleader; and good cause appearing,

6 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED that:

7 1. Omaha's interpleader was properly filed, this is a proper cause for interpleader,  
8 and Omaha is hereby granted judgment in interpleader; and

9 2. On September 22, 2009 Omaha deposited with the Court the full amount of  
10 benefits, plus interest, \$69,447.56 due and owing from Wilson Aguayo, Jr.'s death and coverage  
11 under Group Life and Accidental Death and Dismemberment Policy No. GLUG-85E5 purchased  
12 by his employer, Hard Rock Hotel.; and

13 3. Omaha and its representatives, attorneys, agents and employees are fully and  
14 forever released, discharged and acquitted of and from any and all liability of any kind or nature  
15 whatsoever arising from the proceeds due and from Wilson Aguayo, Jr.'s death and coverage  
16 under Group Life and Accidental Death and Dismemberment Policy No. GLUG-85E5 and/or any  
17 amounts due and owing or claimed to be due and owing thereunder, as set forth in the  
18 accompanying stipulation for judgment in interpleader; and

19 4. Bethancourt and Aguayo stipulate that Omaha be awarded its fees and costs in the  
20 amount of \$7,500 to be paid from the Proceeds; and

21 5. Omaha is hereby dismissed from this entire action, with prejudice.

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24 Dated: August 25, 2010

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The Honorable Larry R. Hicks  
United States District Court Judge